

ORDINANCE NO. C-107-02

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO
AN AGREEMENT WITH THE MID-OHIO REGIONAL PLANNING COMMISSION
WHEREBY CERTAIN EXPENSES ASSOCIATED WITH OHIO PUBLIC WORKS
COMMISSION GRANTS CAN BE BILLED TO THE CITY OF GROVE CITY

WHEREAS, in the past 15 years the City of Grove City has received over \$14 million in Ohio Public Works Commission grants and loans; and

WHEREAS, the City has previously contracted with the Mid-Ohio Regional Planning Commission for administering grant and loan applications; and

WHEREAS, two new grant programs have been instituted by the State of Ohio, i.e., Clean Ohio Conservation Fund and the Clean Ohio Fund; and

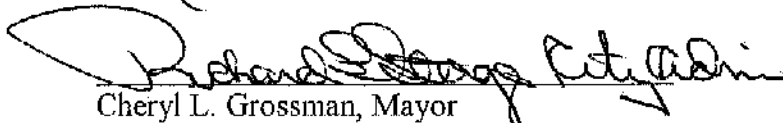
WHEREAS, there are expenses associated with the administering of grants and loans by the Mid Ohio Regional Planning Commission.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO THAT:

SECTION 1. The City Administrator is hereby authorized to sign and execute an Intergovernmental Administrative Cooperation Agreement as shown in Exhibit "A", attached hereto and made a part hereof.

SECTION 2. This ordinance shall take effect at the earliest opportunity allowed by law.


Maria C. Klemack, President of Council


Cheryl L. Grossman, Mayor

Passed: 12-02-02
Effective: 01-04-03

Attest: 
Tami K. Kelly, CMC/AEE, Clerk of Council

I Certify that this
Ordinance is correct as to form.


Thomas R. Clark, Director of Law

C-107-02
EXHIBIT "A"
INTERGOVERNMENTAL ADMINISTRATIVE
COOPERATION AGREEMENT

"INFRASTRUCTURE & CLEAN OHIO PROGRAMS"

This Intergovernmental Administrative Cooperation Agreement (the "Agreement") made and entered into this _____ day of _____, 2002 between the Mid-Ohio Regional Planning Commission ("MORPC") and the undersigned participating community ("Community") within the jurisdiction of the Ohio Public Works Commission ("OPWC") District 3 Public Works Integrating Committee ("Committee") and the Natural Resources Assistance Council ("NRAC").

WHEREAS, MORPC has provided the necessary services relative to the planning, preparation, coordination, and technical assistance for the State Capital Improvement Program ("SCIP"), the Local Transportation Improvement Program ("LTIP"), the Small Government Program ("SG"), the Clean Ohio Conservation Fund and the Clean Ohio Revitalization Fund for the Committee and for the Natural Resources Assistance Council ("NRAC"); and

WHEREAS, the Community desires to continue to contract with MORPC to provide services for the Community relative to the planning, preparation, coordination, and technical assistance for the State Capital Improvement Program ("SCIP"), the Local Transportation Improvement Program ("LTIP"), the Small Government Program ("SG"), the Clean Ohio Conservation Fund ("COCF") and the Clean Ohio Revitalization Fund ("CORF") for the Committee and for the Natural Resources Assistance Council ("NRAC") on behalf of the Community;

NOW THEREFORE, in consideration of the foregoing and the mutual agreement hereinafter set forth, the parties hereto legally intending to bound hereby, do agree for themselves and their respective successors and assigns as follow:

Section 1. Scope of Services

MORPC agrees to staff the Committee and NRAC and assist the Community by providing the necessary services relative to the planning, preparation, coordination, and technical assistance for SCIP, LTIP, SG, the Clean Ohio Conservation Fund and Clean Ohio Revitalization Fund for the Committee and NRAC.

Section 2. Compensation

The Community agrees to reimburse MORPC for its share of actual costs, incurred by MORPC in providing the services described in Section 1 hereof, including salary and allocated fringe benefit and indirect cost, incurred in the execution of this Agreement, less any funds received from OPWC for administrative services for SCIP/LTIP, SG as follows:

A. SCIP/LTIP/SG Programs - Infrastructure Improvements:

The Community agrees to reimburse MORPC a fee in the sum of up to one (1.0%) percent of the award amount of all grants, loans or loan assistance awarded through the OPWC - State Capital Improvements Program (SCIP), Small Government Capital

Improvements Commission (SG), or Local Transportation Improvements Program (LTIP) in the most recent round of the program. The Community understands that this payment in no way will influence the decision whether to submit the project to the Committee or to the OPWC for funding. Such sum shall be due and payable within ninety (90) days of receipt of an invoice from MORPC, such invoice to be issued after the award of funds from the SCIP/LTIP or Small Government programs.

B. Clean Ohio Conservation & Revitalization Funds:

The Community agrees to reimburse MORPC a fee in the sum of up to one (1.0%) percent of the award amount of all grants awarded through the Clean Ohio Conservation Fund and Clean Ohio Revitalization Fund and received by the Community. In the event that a non-profit organization or agency applies for and receives Clean Ohio Conservation Fund money, the community where the project is geographically located would be invoiced since the residents of that community would benefit. The Community understands that this payment in no way will influence the decision whether to submit the project to NRAC, OPWC or ODOD for funding. Such sum shall be due and payable within ninety (90) days of receipt of an invoice from MORPC, such invoice to be issued after the award of funds from the Clean Ohio Conservation Fund and Clean Ohio Revitalization Fund.

C. Audit and Adjustment of Fees:

If MORPC determines, after an audit, that its actual costs are in excess of the fees previously charged by MORPC in accordance with this Agreement, the Community agrees to pay an additional fee equal to the actual costs incurred by MORPC under this agreement, or 10 percent of the fee initially charged, whichever is less. Such additional fee shall be due and payable within thirty (30) days of receipt of notice from MORPC as to the amount of the additional fee.

If MORPC determines, after an audit, that its actual costs are less than the fee previously charged by MORPC in accordance with this Agreement, MORPC agrees to rebate or otherwise credit an amount equal to the difference between the actual cost and the fee previously paid.

The Community understands that MORPC, the Committee nor NRAC has any authority regarding the award of any grant, loan, and loan assistance from or through SCIP, LTIP, SG, the Clean Ohio Conservation Fund, or the Clean Ohio Revitalization Fund other than to submit the project to the OPWC or the Ohio Department of Development.

Section 3. Time of Performance

This agreement will commence upon execution hereof and be effective until 1) terminated by either MORPC or the Community giving 30 days' written notice of such termination to the other party hereto, or 2) January 31, 2006. Compensation consistent with Section 2 is due from the Community for any projects awarded to it during calendar years 2002 to 2005.

Section 4. Severability

The provisions of this Agreement are severable and in the event that one or more of the provisions are found to be inconsistent with legal requirements upon any party, and therefore unenforceable, the remaining provisions shall remain in full force and effect.

Section 5. Laws of Ohio

This Agreement shall be construed in accordance with the laws of the state of Ohio and to that end this Agreement shall be considered to be performed and enforced in the state of Ohio.

Section 6. Changes

Changes in this Agreement, including, but not limited to, any increase or decrease in the amount of compensation, shall not be effective until incorporated in written amendments to this Agreement and executed by the Community and MORPC.

Section 7. Notices

All statements, notices and other communications to be given to either party hereunder will be in writing and, unless otherwise provided, will be deemed to have been duly given when delivered in person or when mailed by registered or certified mail, return receipt requested to the address for such party set forth below, or to such address or addresses which may be designated in writing by notice given to the other party pursuant to this Section 7.

Address: COMMUNITY

Address: MORPC
Mid-Ohio Regional Planning Commission
285 East Main Street
Columbus, Ohio 43215-5272
Attn: William C. Habig, Executive Director

Section 8. Waiver

No failure by either party to insist upon strict compliance with any term of this Agreement by the other party shall constitute a waiver by either party of its right to demand strict compliance with all provisions of this Agreement.

Section 9. Complete Agreement

This document (including any Appendices) contains the entire Agreement between the parties and supersedes any prior discussions, negotiations, representations, or agreements between the Community and MORPC. No additions or other changes to this Agreement shall be made or be binding on either party unless made in writing and signed by each party to this Agreement.

Section 10. Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

Section 11. Captions

The captions of the various sections of this Agreement are not part of the context of this Agreement, but are only labels to assist in locating those sections, and shall be ignored in construing this Agreement.

William C. Habig
Executive Director, MORPC

Date

Designated Community

Community Official

Date